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Contract Database Metadata Elements

Title: **Dolgeville, Village of and Dolgeville Public Employees Association (1997)**

Employer Name: **Dolgeville, Village of**

Union: **Dolgeville Public Employees Association**

Local:

Effective Date: **06/01/97**

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Dolgeville, Village Of And Dolgeville
Public Employees Assn

1502/31850

V1

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

BC

AUG 26 1997

AGREEMENT BETWEEN
THE VILLAGE OF DOLGEVILLE EXECUTIVE DIRECTOR
AND
THE VILLAGE OF DOLGEVILLE PUBLIC
EMPLOYEES ASSOCIATION

FOR THE PERIOD

JUNE 1, 1997 to MAY 31, 2000

Changes from preceding contract are boldfaced and underlined.
except for dates

ARTICLE I

EXEMPT POSITIONS

Management and/or Confidential employees, as per Certification
of Public Employment Relations Board or agreement between the
parties.

ARTICLE II

UNION RECOGNITION

The Village has recognized, by voluntary resolution, the Village
of Dolgeville Public Employees Association as the sole and exclusive
bargaining agent for all employees in the bargaining unit which
includes all full-time and part-time employees who work a minimum of
twenty hours per week.

ARTICLE III

TERM OF CONTRACT

The terms and the conditions of this contract shall take effect
for a period of three (3) years, from June 1, 1997 to May 31, 2000,
and remain in force until the negotiation and signing of a new
contract.

RETROACTIVITY

The within agreement shall be retroactive from June 1, 1997
to the date of execution of this agreement. The appropriate salary
adjustments, if not already made, shall be made as soon as
practicable after the execution of this agreement.

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ARTICLE IV

WAGE AND SALARY SCHEDULE

<u>Positions</u>	<u>Present Wage</u>	<u>97-98</u>	<u>98-99</u>	<u>99-00</u>
<u>Custodian/Dog Control Officer</u>				
<u>30hrs/wk</u> <u>10hrs/wk</u>				
\$ 6.46/hr = \$ 6.39/hr		\$ 6.91-6.84	7.41-7.34	7.96-7.89
Laborer	\$ 8.63/hr	\$ 9.08	\$ 9.58	\$10.13
Assist. Motor Vehicle Operator (formerly Skilled Laborer)				
\$ 8.88/hr		\$ 9.33	\$ 9.83	\$10.38
M.E.O.	\$ 9.86/hr	\$10.31	\$10.81	\$11.36
Mechanic/M.E.O.	\$10.23/hr	\$10.68	\$11.18	\$11.73
Working Foreman	\$10.59/hr	\$11.04	\$11.54	\$12.09
1st Asst. WWTP Operator	\$11.33/hr	\$11.78	\$12.28	\$12.83
WWTP Operator	\$14.59/hr	\$15.04	\$15.54	\$16.09

SALARY SCHEDULE

For the first year of the agreement (June 1, 1997-May 31, 1998), there shall be an increase of forty-five (\$0.45) per hour to all positions covered under the contract.

For the second year of the agreement (June 1, 1998-May 31, 1999), there shall be an increase of fifty cents (\$0.50) per hour to all positions covered under the contract.

For the third year of the agreement (June 1, 1999-May 31, 2000), there shall be an increase of fifty-five cents (\$0.55) per hour to all positions covered under the contract.

In addition, the Village Board may appoint an employee to assume the duties of the Superintendent. In such event the employee shall receive fifty percent (50%) of the difference between their wage and the Superintendent's. After five working days the employee shall receive the full difference between their wage and the superintendent's, and assume all the duties of the position. These increases shall be determined by dividing the Superintendent's salary by two thousand eighty (2080) hours.

ARTICLE V

PROBATIONARY EMPLOYMENT PERIOD

Upon hiring of a new employee the VOD will use the position of wage and salary schedule for determining starting salary rates, for training purposes only. Employees can be utilized up to one position above their current salary position to assist the supervisor in evaluating the employee for promotion, not to exceed six (6) months. Probationary period will be established by the VOD as pre Applicable Civil Service laws and regulations.

ARTICLE VI

PROMOTIONS

Upon promotion, an employee shall immediately receive the established hourly rate as per the within salary schedule. Such promoted employees shall be required to complete a satisfactory probationary period to be set by the VOD as recommended by Civil Service laws and regulations such period may be shortened based upon satisfactory performance with the approval of the Board of Trustees and the appropriate Department Head. It is specifically understood and agreed that the above rights and understandings are in lieu of any other rights arising out of the provisions of the Civil Service Law, and the exclusive remedy for any alleged violations thereof shall be the grievance procedure set forth herein.

ARTICLE VII

PAYROLL DEDUCTION

The Village of Dolgeville Public Employees Association shall have the exclusive payroll deduction of membership dues, insurance premiums and other authorized deductions for employees and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.

ARTICLE VIII

PAY DAY

All employees under this agreement shall be paid on a weekly basis, unless agreed differently in writing by the employee. Agreements shall state duration and terms. If the Village of Dolgeville finds it necessary to contract payroll outside the village offices they may resume biweekly payroll if shown to be more economical. Implementation of the weekly payroll shall be as soon as practical but no later than June 1, 1995.

ARTICLE IX

LONGEVITY INCREMENT

Those employees covered by this agreement shall be entitled to a longevity payment for service with the Village as follows:

A. Upon completion of ten (10) full years of continuous service, \$200.00.

Longevity increments shall be computed from the original hiring date of all present and future employees with a break in service less than eighteen (18) months. Any employee with a break in service greater than eighteen (18) months will have longevity computed from the new date of hire after the break in service. Longevity payments will be payable in a lump sum on the last payroll before Christmas each year.

Examples of the longevity increments are as follows:

After 10th year.....	\$200.00
After 11th year.....	\$225.00
After 12th year.....	\$250.00
After 13th year.....	\$275.00
After 14th year.....	\$300.00

ARTICLE X

RETIREMENT

The Village shall maintain the existing non-contributory retirement plan for all employees covered by this agreement. This plan is the New York State and Local Employees Retirement System.

ARTICLE XI

HEALTH INSURANCE

Section 1

The Village shall provide and maintain the entire cost of the Mohawk Valley Physicians Health Care Plan 10, or greater for Single, Subscriber/Spouse, or Family plans for all full time employees.

Section 2

With the escalating cost of Health Care, the VOD will offer any family plan participant that would drop to a single plan participant one third the monthly difference in cost between family and single rates. Election of this option must be executed before the switching to CO Plan 10, to receive this benefit proof of insurance for dependents must first be provided.

Section 3

The Village Board has the option to extend the health care benefit to any full time employee of the Village of Dolgeville who is a member of the D.P.E.A. and a member of a U.S. Military Reserve or National Guard unit that is activated to duty, for up to the period of active military duty. Furthermore, the Village Board has the right to extend the healthcare benefit to any D.P.E.A. member who is absent from work for an extended period due to illness, disability, or job related injury.

ARTICLE XII

WORK DAY, WORK WEEK, OVERTIME

1. The Village shall be free to fix the hours of work for each Department. The normal work week consists of forty (40) hours.

2. The DPW Department shall be granted a four (4) day, ten (10) hour per day work week, at the discretion of the DPW Superintendent, during the months of April Through October of each calendar year.

3. Any work performed in excess of the normal work week shall be considered overtime. All overtime shall be paid at a rate of one and one-half (1 1/2) times the base rate of pay.

4. In computation of overtime, all paid leave days shall be considered as eight hours worked.

5. Overtime work shall be made available to and distributed as equally as possible to all full-time employees of the Department.

6. In the event of an emergency, mandatory overtime may be declared in any Department by the Mayor or by the Superintendent in his Department. The emergencies are to be declared in writing by the Mayor and/or Superintendent, stating type of emergency, reason for emergency, and personnel requirements. Copies of the emergency declaration shall be made available to the Association President and the Village Board within seventy-two (72) hours following the declaration of emergency.

7. When an emergency declaration has been dully made, no employee shall refuse to work overtime as directed, except for sickness or disability of the employee.

ARTICLE XIII

SHIFT CHANGE

Any change in the normal work week shift shall be posted one week in advance by the appropriate Department Head. However, twenty-four (24) hours notice of a day-by-day shift change may be given by the Village for purposes of effecting snow removal (examples: loading and trucking of snow after plowing).

ARTICLE XIV

VACATION

1. Employees of the Village shall be entitled to vacation on the basis of service as follows:

After 1 year.....	2 weeks
After 5 years.....	3 weeks
After 10 years.....	4 weeks
After 15 years.....	5 weeks
After 20 years.....	6 weeks

2. Employees entitled to vacation time in excess of two weeks may, at their election, work such excess period and receive regular pay and vacation pay. All employees must, however, utilize their first two weeks of vacation as time off.

ARTICLE XV

SICK LEAVE

1. Each employee shall earn six (6) sick leave days per year and, at the end of each year, unused earned sick leave shall be doubled. Sick leave shall be allowed to accumulate to one hundred twenty (120) days.

2. The appropriate Department Head must be notified as early as possible when employee is taking sick leave.

3. Upon request from the Village Board or appropriate Department Head, the County nurse or VOD designated nurse may visit any employee utilizing sick leave.

4. Any employee taking three (3) or more consecutive days of sick leave may be required to present a Doctor's certificate prior to the employees return to work.

5. The Village Board or appropriate Department Head may require a weekly report from an employee's Doctor in cases of extended sick leave.

6. Each employee shall be entitled to use a maximum of four (4) sick leave days per Year for instances of family illness. Family is herein defined as the parent, spouse or child of the employee. Documentation of such family illness may be required upon the employees return to work.

7. Upon retirement one half (1/2) of any sick leave accumulated must be requested by the employee to be paid in one lump sum before the retirement date or the employee may opt to have extended paid health insurance in lieu of a lump sum sick leave payment.

8. Fellow village employees that are out of work on sick leave for an extended period of time, who have used all available sick time, personal time, and vacation time may accept a transfer of sick time from the fellow employee. The transferee must maintain a balance of six (6) sick leave days for the current fiscal year.

ARTICLE XVI

PERSONAL LEAVE

Three (3) personal leave days per year shall be granted to all employees. The same shall be non-cumulative from year to year. In lieu of time off, any employee may elect to "cash in" any remaining personal leave days at the last pay period immediately prior to the Christmas Holiday.

ARTICLE XVII

HOLIDAYS

All employees covered by this agreement shall receive eight hours straight time for the following holidays not worked during the year:

New Year's Day

Thanksgiving Day

Good Friday

Christmas Day

Memorial Day

One day before Christmas

Fourth of July

One day before New Year's

Labor Day

One day before Thanksgiving

Veteran's Day

Three (3) roving Holidays

Martin Luther King's Birthday

Any Holiday falling on a Saturday, employees get Friday off.
Any Holiday falling on a Sunday, employees get Monday off.

1. In the event an employee is required to work on one of the above paid Holidays as part of his regularly scheduled work week, that employee shall have a choice of receiving either eight hours regular straight time for the Holiday worked and a day off in lieu of the Holiday or double-time pay for the Holiday worked and no day off in lieu thereof. 2. All employees will work the normal work day immediately prior and following all Holidays, to be eligible for Holiday pay.

3. Roving Holidays shall be approved by the Department Supervisor and need not fall on a calendar or traditional Holiday.

ARTICLE XVIII

SENIORITY

Seniority shall be commenced from the date of hiring unless a break in service greater than eighteen (18) months was encountered, at which time the seniority will be computed from the new date of hire after the break in service. Seniority and employer need for job skills shall be the criterion for:

- (a) Scheduling vacations; and
- (b) Determining Lay-off

ARTICLE XIX

NON-DISCRIMINATION

It is agreed that neither of the parties hereto shall discriminate against any of the Village employees covered by this agreement by reason of sex, nationality, race or creed.

The Village shall not coerce, restrain or discriminate against employee or Union Representative because of membership in or legitimate activities on behalf of the Union. The Union, its members and representatives shall not coerce employees with respect to Union membership.

ARTICLE XX

VACANCIES IN A DEPARTMENT

As vacancies occur within a department, and the Village deems it necessary to fill such vacancy, a notice will be posted that the vacancy exists. Employees within the department in which the vacancy exists shall have the first option to bid on such position. If the vacancy is not filled from within the Department, employees in the other Departments shall be given the opportunity to bid on the job. Employee shall submit his/her request for consideration to the Department Head. Selection of employee applications will be based on qualification.

ARTICLE XXI

BULLETIN BOARDS

The Village shall make available to the Union a designated bulletin board for the posting of Union notices of a noncontroversial nature relating to meetings or other Union services. Such notices shall be approved by the Village Mayor prior to being posted.

ARTICLE XXII

FUNERAL LEAVE

An employee who is notified of the death of a family member, as herein defined, shall be excused from work for a period of three (3) calendar days inclusive of the day of the funeral in addition to the remainder of his shift (if notification is received while he is at work). The employee shall be paid his straight time average hourly earnings for such excused time.

For the purpose of this provision, the term "family member" is defined to mean a person related to an employee as mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, or a person standing in the legal position of a parent.

ARTICLE XXIII

MISCELLANEOUS

Except as otherwise provided herein, the provisions of Section 75 of the Civil Service Law shall be applicable hereafter to the removal, discipline or suspension of any Village employee covered by this agreement.

The Village of Dolgeville Public Employees Association agrees to do its utmost to see that its members perform their respective assigned duties, loyally, efficiently and continuously under the terms of this agreement. The Village of Dolgeville Public Employees Association and the Village employees covered hereby agree that they will respectively use their best endeavors to protect the interests of the Village, to conserve the property thereof, to protect the public and to give service of the highest quality to the Village.

ARTICLE XXIV

NO STRIKE

The Union, for itself and on behalf of the employees it represents, reaffirms that it will abide entirely by the provisions of the Taylor Law as reviewed this contract starting date.

ARTICLE XXV

WORK PERFORMANCE

1. If it becomes necessary that an employee's work has to be questioned, it is done through his Department Head, and the employee has the right to have his Union Representative present at that time.
2. The Village and the Union shall jointly establish a list of rules and regulations governing employee conduct and work performance. The parties shall further promulgate a disciplinary procedure schedule.

3. In compliance with the Department of Transportation Regulations codified at 49 CFR Part 40, and 49 CFR Part 382, and pursuant to The Omnibus Transportation Employee Act of 1991, enacted October 28, 1991. The Village of Dolgeville has joined a District-based alcohol and drug testing program administered by the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES.

a. The employees of the Village of Dolgeville agree to a "Zero Tolerance" policy covering illegal drug use based on results obtained from the above mentioned alcohol and drug testing program.

The Village of Dolgeville reserves the right to terminate the employment of any employee who violates this policy.

b. The Village of Dolgeville will require any employee testing positive for alcohol use based on the above mentioned alcohol and drug testing program to successfully complete an approved substance abuse rehabilitation program administered by a recognized organization such as Alcoholics Anonymous. The successful completion of such a program will be part of the terms for continuing employment. This positive test and rehab program completion will remain part of an employees record for five (5) years. Any time during this five (5) year period that the employee tests positive for alcohol use the Village of Dolgeville reserves the right to terminate said employee. Upon review at the end of the five (5) year period said employee will be returned to a status allowing for a positive alcohol test to begin the five (5) year probationary cycle without immediate termination.

ARTICLE XXVI

SEPARABILITY

If any provision of this agreement violates any Federal or State Law as presently enacted or as amended or interpreted during the term hereof, such provision shall be inoperative to the extent that it is at variance with such law but all other provisions of this agreement shall remain in full force and effect.

ARTICLE XXVII

THE VILLAGE OF DOLGEVILLE PUBLIC EMPLOYEES ASSOCIATION

The Village of Dolgeville Public Employees Association shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the collective bargaining unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of the agreement; to designate its own representatives and to appear before any appropriate official of the employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from interference, restraint, coercion or discrimination by the Employer or any of its agents. The Village of Dolgeville Public Employees Association shall have the sole and exclusive right to pursue any matter or issue, including but not limited to the grievance and appeal procedure in this agreement and to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

ARTICLE XXVIII

DUTIES AND OBLIGATIONS

Adhering to the principle that duties and obligations come with rights and privileges, the Village of Dolgeville Public Employees Association agrees to do its utmost to see that its members perform their respective duties in the Village loyally, efficiently and continuously under the terms of this agreement. The Village of Dolgeville Public Employees Association and its members will use their best endeavors to protect the interest of the Village, the citizens, to conserve its property and give service of the highest quality.

ARTICLE XXIX

RIGHTS

The Union Steward of the Village of Dolgeville Public employees association or his designated representatives shall have the right to visit, at a mutually agreed upon time, any Village facility where employees represented by the Village of Dolgeville Public Employees Association work, for the purpose of adjusting grievances and administering the terms of this agreement, provided the Village Mayor or in his absence the appropriate Department head, has given permission for the visit.

ARTICLE XXX

SAVING CLAUSE

In the event that any term or provision of this agreement shall be determined or declared by an court or statue to be null, void or inoperative, all other terms or provisions of this agreement shall thereafter continue in effect.

If a determination or declaration is made, the parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such term or provision hereof as may have been declared null, void or inoperative.

ARTICLE XXXI

GRIEVANCES

Any employee has the right to and may talk to his Supervisor about any question or problem that may arise. If a difference arises concerning the interpretation or application of the terms of this agreement, it shall be resolved in accordance with the following procedure:

1. A grievance of an employee shall first be discussed with the Department Head and the Union representative in the Department involved. If the grievance is not settled within five (5) working days after presentation, it may be taken to the second step.
2. If not settled at the first step, the grievance may be presented to the Department Head and Department Commissioners by the employee and the Union Representative in the Department involved. If presented, the grievance must be presented in writing. If the grievance is not settled within ten (10) working days after presentation at this step, it may be taken to the third step.
3. If not settled at the second step, the grievance may be presented to a meeting of the Department Head, Village Mayor, Village Board, the employee, the Union Representative of the Department involved, and such other representatives as the Union and Village may choose to have present. If the grievance is not settled within ten (10) days of the presentation of this step it may, provided the matter involves the application or interpretation of the terms of this agreement, be submitted to arbitration.

ARTICLE XXXII

ARBITRATION

1. Should any difference arise between the Village and the Union and/or employees concerning the meaning, application or interpretation of this agreement, which remains unresolved after presentation to and processing through the grievance procedure, either the Village or the Union may submit such difference to arbitration by serving notice on the other within thirty (30) working days following completion of the third step of the grievance procedure.

2. The arbitration shall be conducted by a three (3) man arbitration panel, selected as follows: both the Village and the Union shall appoint individual arbitrators; the two (2) arbitrators so appointed shall thereafter select an independent third arbitrator. In the event the two appointed arbitrators are unable to agree upon an independent third arbitrator within ten (10) days after the referral to arbitration, the New York State Mediation Service shall be requested to name the third arbitrator under its rules and procedures.

3. The fees and expenses of the arbitrators shall be borne equally by the parties. The Village and the Union shall bear the expense of their respective witnesses and any other expenses they may incur.

4. The decision of the arbitrators shall be final and binding, but the arbitrators shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this agreement.

ARTICLE XXXIII

NEGOTIATIONS

It is agreed that negotiations for the contract commencing June 1, 2000 shall begin no later than December 1, 1999, and will meet in good faith, unless another date or dates are mutually agreed upon by the Village and the Village of Dolgeville Public Employees Association. Negotiations for the new contract shall be for wages, term, and benefits. Any negotiations on the Hospital plan will be limited to the discussion of what percent (%) of future increases may be born by the employee.

ARTICLE XXXIV

TAYLOR LAW

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204A OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL

ARTICLE XXXV

REOPENING OF CONTRACT

Should positions with the bargaining unit be eliminated or left vacant by retirement, dismissal, removal, or other termination of the position for a period of in excess of ninety (90) days, then and in such event this contract shall be reopened for further negotiations of wages and salaries and their distribution where appropriate. Such a reopening shall not be mandatory, however, when a position is eliminated or left vacant for necessary effectuation of economics by the Village Board.

ARTICLE XXXVI

DURATION

It is mutually agreed that this agreement shall take effect on June 1, 1997 and shall remain in effect until negotiation and signing of a new contract.

ARTICLE XXXVII

JURY DUTY

Employees serving on jury duty shall receive full, straight time pay for each day of such duty, less any compensation (excluding mileage) paid by the Court for juror fees. Employees must present certification from the Commissioner of Jurors of his representative for each day or part-day of such jury duty upon return to work.

MANAGEMENT'S RIGHTS

Except as otherwise expressly provided in this agreement, nothing in this agreement contained shall be deemed to limit the Village Board in any way in the exercise of its regular and customary functions of operation and management of the Village or its affairs, including (by way of example and not by limitation) the right to hire, lay off because of financial conditions or lack of work, to decide the number of Departments; to increase or decrease operations.

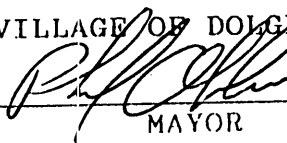
FINAL AGREEMENT

This agreement is binding on successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representative this 17 day of March, 1997.

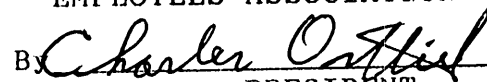
VILLAGE OF DOLGEVILLE

By


MAYOR

VILLAGE OF DOLGEVILLE PUBLIC
EMPLOYEES ASSOCIATION

By


PRESIDENT